

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

THE EUROPEAN COMMUNITY,
acting on its own behalf and on behalf of the
MEMBER STATES it has power to represent,
and the Republic of Austria, Kingdom of Belgium,
Republic of Bulgaria, Republic of Cyprus,
Czech Republic, Kingdom of Denmark,
Republic of Estonia, Republic of Finland,
French Republic, Federal Republic of Germany,
Hellenic Republic, Republic of Hungary,
Republic of Ireland, Italian Republic, Republic of Latvia,
Republic of Lithuania, Grand Duchy of Luxembourg,
Republic of Malta, Kingdom of the Netherlands,
Republic of Poland, Portuguese Republic,
Romania, Slovak Republic, Republic of Slovenia,
Kingdom of Spain, and Kingdom of Sweden, individually,

No. 02-cv-5771-NGG

Plaintiffs,

- against -

RJR NABISCO, INC.,
R.J. REYNOLDS TOBACCO COMPANY,
(a New Jersey corporation),
RJR ACQUISITION CORP., f/k/a
NABISCO GROUP HOLDINGS CORP.,
RJR NABISCO HOLDINGS CORP.,
R.J. REYNOLDS TOBACCO INTERNATIONAL, INC.,
NABISCO GROUP HOLDINGS CORP.,
R.J. REYNOLDS TOBACCO HOLDINGS, INC.,
R.J. REYNOLDS GLOBAL PRODUCTS, INC.,
REYNOLDS AMERICAN INC., and
R.J. REYNOLDS TOBACCO COMPANY,
(a North Carolina corporation),

Defendants.

**STIPULATION OF DISMISSAL WITH PREJUDICE PURSUANT TO
FED. R. CIV. P. 41(a)(1)(A)(ii)**

The parties to the above-captioned action, acting through their duly authorized counsel, hereby stipulate to the dismissal of this action with prejudice pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), and as grounds therefor state as follows:

WHEREAS, Plaintiffs are the European Community (now, the European Union) and the 26 Member States identified in the case caption above (collectively, "Plaintiffs"). The above-captioned civil action commenced on October 30, 2002. The original Complaint or subsequently Amended Complaints were against the ten named Defendants identified in the case caption above (collectively, "Defendants").

WHEREAS, each of the undersigned counsel to the parties represents and warrants that they are authorized to execute this Stipulation on behalf of the respective parties, and that they have the full power and authority to bind such parties to each and every provision of this Stipulation.

WHEREAS, pursuant to the mutual rights and obligations in this Stipulation, the parties agree that it is in their respective best interests to resolve this matter, finally and fully, without any admission of liability.

WHEREAS, in consideration of the covenants and agreements contained in this Stipulation, the undersigned parties, acting through their duly authorized counsel, hereby stipulate and agree as follows:

1. Pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), this action is dismissed with prejudice in its entirety, with each side to bear its own attorneys' fees and costs incurred in connection with this action;
2. Defendants agree to pay Plaintiffs \$15,000,000.00 on September 15, 2017. No other payments shall be made under this Stipulation;

3. The undersigned parties mutually agree not to seek or assert any claim against the other(s) for fees, expenses, costs, sanctions (including any claim under Fed. R. Civ. P. 11) and/or any other claim that the action was brought or defended in bad faith or without a reasonable basis;

4. Each Plaintiff voluntarily and unconditionally releases each Defendant, including their current and former officers, directors, employees, agents, attorneys, successors, and assigns from civil liability for any and all civil claims that any Plaintiff has or could have asserted arising out of or relating to the conduct, acts or omissions alleged in the Complaints filed in the above-captioned action and any similar conduct, acts, or omissions occurring up to the date of this Stipulation, whether or not that conduct, acts, or omissions are specifically referenced in any Complaint filed in the above-captioned action. Each Defendant voluntarily and unconditionally releases each Plaintiff, including their current and former public officials, employees, agents, attorneys, successors, and assigns from civil liability for any and all civil claims that any Defendant has or could have asserted arising out of or relating to the conduct, acts or omissions alleged in the Complaints filed in the above-captioned action and any similar conduct, acts, or omissions occurring up to the date of this Stipulation, whether or not that conduct, acts, or omissions are specifically referenced in any Complaint filed in the above-captioned action;

5. This Stipulation constitutes the entire and complete agreement between the undersigned parties, the terms and conditions contained herein are contractual and not a mere recital, and such terms and conditions shall not be amended, supplemented or abrogated other than by a written instrument signed by the authorized representative of all parties;

6. This Stipulation shall not be construed against the party preparing it, but shall be construed as if the parties jointly prepared this Stipulation, and any uncertainty or ambiguity shall not on the ground of authorship be interpreted against any one party;

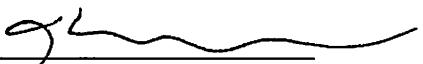
7. This Stipulation of Dismissal will be governed by and interpreted in accordance with New York law, excluding NY law on the choice of law if that law would require or permit application of any other law; and

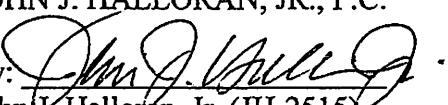
8. Any party to this Stipulation may use this Stipulation of Dismissal in any action to which it may be relevant.

THEREFORE, it is hereby stipulated and agreed by all undersigned parties that this action be dismissed with prejudice as to Plaintiffs and all Defendants pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), without any admission or finding of wrongdoing by any person or party.

Dated: August 15 2017.

KRUPNICK, CAMPBELL, MALONE,
BUSER, SLAMA, HANCOCK,
LIBERMAN, P.A.

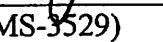
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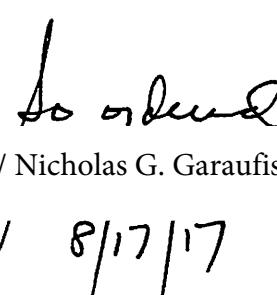
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Respectfully submitted,

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8/17/17

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